

**SERIAL 03068 - IGA BATTERIES, STORAGE, AUTO & INDUSTRIAL,
AZ STATE CONTRACT AD000210**

AD000210

CONTRACT PERIOD	BEGINNING MAY 01, 00
	ENDING SEPTEMBER 30, 2003
	SEPTEMBER 30, 2004

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BATTERIES, STORAGE, AUTO & INDUSTRIAL, AZ STATE CONTRACT AD000210**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract **AD000210**. The using agency and other interested parties may access an electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0604278.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



Contract Summary

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VENDOR: Sunbelt Battery Co

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State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

CONTRACT NUMBER: AD000210 - 002

CONTRACT TITLE: Batteries, Storage, Auto and Industrial

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: May 01, 2000 **THRU:** April 30, 2001

CONTRACTOR: Sunbelt Battery Co

CONTACT NAME : F W James

ADDRESS: P.O. Box 3399

Scottsdale, AZ 85271 3399

TELEPHONE: 480 968-8068

FAX NUMBER: ---

CONTRACTING AUTHORITY: State Procurement Office

CONTACT NAME: Thomas North

TELEPHONE: 602 542-9121

F.O.B. TERMS: FOB Delivered

DELIVERY: 1 - 2 Days ARO

PAYMENT TERMS: Net 30 Days



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I. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. "Contractor" means any person who has a Contract with the State.
- E. "Days" means calendar days unless otherwise specified.
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. "Offer" means bid, proposal or quotation.
- I. "Offeror" means a vendor who responds to any type of Solicitation.
- J. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- N. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

II. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

	<h1>Uniform Terms and Conditions</h1>		State Procurement Office Capital Center Suite 103 15 South 15th Ave Phoenix, AZ 85007-3223
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F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

III. Contract administration and operation

A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

IV. Costs and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.

C. Applicable Taxes.

1. Payment of Taxes by the State. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or



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state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

V. Contract changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

VI. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement



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thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

VII. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials are used;
 3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- E. Year 2000.
1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.
- G. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- H. Survival of Rights and Obligations after Contract Expiration or Termination.



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1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

VIII. State's Contractual Remedies

- A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. Stop Work Order.
 1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

IX. Contract Termination

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.



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- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- X. **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- XI. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: Jerry Brink, State Procurement Administrator, State Procurement Office, 15 South 15th Avenue, Suite 103, Phoenix, Arizona, 85007.



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Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "NOTICES"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the state, To:

State Procurement Administrator
State Procurement Office
Arizona Department of Administration
15 S 15th Avenue Ste #103
Phoenix, AZ 85007-2687

B. If intended for the contractor, To:

***The contractor at the contractor's address and the ***
***Attention of the person named as contract as provided ***
***In the offer of this contract (SPO form 203) ***

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice. If intended for the State Purchasing Administrator and, if intended for the contractor, to the person named in the offer of this contract (SPO form 203), or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.



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Serial Numbers

The contract is for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

Product Discontinuance (Categories)

The State may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the state at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
6. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.

Ordering Process

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Emergency Purchases

The successful contractor(s) must have the capability for providing walk-in emergency/single item purchase and invoicing.

Billing

All billing notices to customer agency shall identify the specific item(s) being billed. Items are to be identified by name, model number, and/or serial number most applicable. Any contract release order issued by the requesting agency shall refer to the contract number.

"Each person who purchases a new lead acid battery shall be assessed a fee of five dollars per battery by the seller. A seller shall refund the five dollar fee to any person who presents a used lead acid battery to the seller with a receipt for the purchase of a new battery from that seller within the thirty day period immediately following the purchase. A seller may keep any lead acid battery fee monies which are not properly claimed within thirty days after the date of sale...." The purchase of a new lead acid battery five dollar fee "is" taxable, however, full amount will be returned upon receipt of the used lead acid battery.

The fee shall be listed as a separate item on invoice.



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Price Reductions

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice. In addition and in accordance with the Arizona revised statutes 44-1321, Section 1, Title 44, Chapter 9, which states in part.

Delivery (Specified)

Delivery shall be made within twenty-four (24) hours in a 50 mile radius of Metropolitan Phoenix, Tucson, and a 10 mile radius of Flagstaff area, forty-eight (48) hours outside these areas. (excluding Saturday/Sunday) of receipt of purchase order.

Shipping F.O.B. Destination Phoenix and Tucson

Shipping - FOB Destination Phoenix, Tucson and Flagstaff.

A. Freight shall be F.O.B. 50 mile radius of metropolitan Phoenix and Tucson, and 10 miles of metropolitan Flagstaff areas. Minimum order within these areas is four (4) batteries. For less than minimum, transportation charges will be added as a separate item on the invoice.

B. Outside the Phoenix, Tucson and Flagstaff areas, the minimum order is four (4) batteries and freight charges will be indicated by counties on SPO Form 206 and added as a separate item on the invoice.

Contract Termination (Convenience)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required with in the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
 - A. Deduction form an unpaid balance;
 - B. Collection against the bid and/or performance bond; or



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C. Any combination of the above or any other remedies as provided by law.

Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall disclose the quantity and the dollar value of each contract item by individual purchasing unit. Reference format required on Attachment SPO Form 204.

The usage report shall be due mid January for the previous years sales.

Term of Contract (One Year)

The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 24 months.

Price Adjustment (After 180 Days)

The Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. The State Procurement Office shall determine whether the requested price increase or an alternate option, is in the best interest of the State.

The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made to other customers.

Written notification by the contractor is required thirty (30) days in advance of any price change. All price adjustments will be effective on the first day of the month following approval by State Purchasing.

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

- Bodily Injury;
- Broad Form Property Damage (including completed operations);
- Personal Injury;
- Blanket Contractual Liability;
- Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
- Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.



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3. Worker's Compensation (Coverage A): Statutory Arizona benefits;
Employer's Liability (Coverage B): \$500,000.00 each accident;
\$500,000.00 each employee/disease;
\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

4. Professional Liability Insurance with minimum limits of \$1,000,000.00 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Specifications of this contract and, at the discretion of the State of Arizona, shall include one of the following types of Professional Liability policies:

Directors and Officers;
Errors and Omissions;
Medical Malpractice;
Druggists Professional;
Architects/Engineers Professional;
Lawyers Professional;
Teachers Professional;
Accountants Professional;
Social Workers Professional.

The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Inventory

The State of Arizona has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.

Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract



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purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

Estimated Quantities (Considerable)


The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

Warranty (12 Months)

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the state. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the state. The written warranty shall be included with the delivered products to the using entity.

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SPECIFICATIONS FOR BATTERIES

1. All batteries bid and furnished under the resultant contract(s) must have successfully completed all S.A.E. testing procedures required under the S.A.E. Standards for Storage Batteries - SAEJ537. Batteries to be used in class 6, 7, and 8 truck and tractor applications must also have met the requirements of SAE J930 and be in compliance with the maintenance council (TMC) recommended practice RP 125 dated April, 1989 or latest revisions.

Each specific battery offered and supplied shall be of the quality equal to that supplied as original equipment manufacturers (OEM) and are of a nationally recognized line.


Only the battery line/brand selected for award will be accepted for delivery.
NO SUBSTITUTIONS!

Upon request from this office, bidder may be requested to furnish copies of the test results. Information must be furnished within ten (10) days following request.

2. All batteries must represent manufacturers best vibration resistant design.
3. Increased deep cycle batteries shall be designed for use in emergency and law enforcement vehicles. Batteries shall have the ability to survive repeated deep cycling and be fully recharged after a complete discharge.
4. Identification Labels - All batteries shall be permanently stamped, not handwritten with the following for the life of the battery:
 - A. Brand and Model
 - B. BCI Group Number
 - C. C.C.A. and Reserve Capacities and Vibration Resistance (where applicable)
 - D. Dating System

Decals shall be permanent type, legible for the life of the battery and will not be subject to damage during normal maintenance or environmental conditions. Sample of decal must be included in bid package.

5. All batteries delivered under the resultant contract must be at 100% charge. The State shall conduct random sampling on batteries for conformance to specifications. Those batteries not meeting specifications will be replaced within twenty-four (24) hours at no charge to the State. A ten dollar or actual testing laboratory costs if greater, testing fee will be charged by the State to the contractor for each battery that is not in compliance to all specifications. Test results for each battery that does not meet specifications will be available to the contractor.
6. Battery replacement under warranty Replacement of defective batteries shall be replaced within twenty-four (24) hours and at no additional cost to the State. Minimum order will not apply. A ten (10) percent failure will constitute poor performance by the contractor and may result in cancellation of the entire contract.

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7. The battery types and group and quantities outlined on the attached "Price Sheets" are examples of the activity during the past contract period. This information is supplied for the purpose of evaluation only. The CCA requirement is for 0 degree F and is a nominal number; up to minus 25 CCA from this number may be allowed (there is no maximum on CCA that may be offered). The RC requirement is for 80 degrees F and is also nominal and a maximum of 10 minutes less may be allowed. (There is no maximum in Reserve Capacity minutes that may be offered.) Bidders are required to indicate the exact CCA and RC minutes bid on each line item of SPO Form 206's "Specification Bid."

It is the intent that the resultant contract will supply a minimum of "90%" of the State requirements. The batteries listed on the price sheets are representation of those utilized by the State and are listed for the purpose of evaluation.

Bidder shall be required to indicate the exact CCA and minute reserve capacity bid on each line item on SPO Form 206's under "Specification Bid."

8. The resultant contractor(s) shall be responsible for picking up the used batteries at time of delivery unless delivery is made by common carrier, in which case the contractor shall be responsible for making arrangements with the ordering agency/political subdivision for pick up as required.

This service should be a consideration when entering the discount/prices. Bidders shall take into consideration the multiple maintenance locations throughout the State. It is not the responsibility of the States end users to transport used batteries to the contractors central location.

9. **MSDS**

Material Safety Data Sheets, must be provided with bid, initial delivery of batteries and upon request from agency.

10. The contractor(s), within sixty (60) days of contract award, shall inspect the site inventory and replace their own manufacturer's older coded batteries with newer at no charge to the State.



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For the goods and/or services specified herein, the following apply:

- Delivery is promised within 1 - 2 calendar days after receipt of an order. (Refer to Special Terms and Conditions for delivery requirements.)
- If payment is made within 30 calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by 0%. (Refer to Uniform Instructions To Offerors for discount requirements.)
- Sales Tax Percent: 7.1%. (See Uniform Instructions to Offerors, paragraph 7.)

NOTICE: The contractor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. The vendor further acknowledges that the defense of *force majeure* shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

LINE NO.	COMMODITY DESCRIPTION	QNTY	U/M	UNIT PRICE	EXTENDED PRICE
5	101778 - Batteries,Delivery Of,Minimum Order (4) Bidders shall enter the delivery cost for each county listed below. This change will be entered as a separate line item on the invoice. Maricopa County \$35.00 (outside 50 mile radius of Phoenix) Apache County \$35.00 Cochise County \$35.00 Coconino County \$35.00 (outside 10 mile radius of Flagstaff) Gila County \$35.00 Gramham County \$35.00 Greenlee County \$35.00 La Paz \$35.00 Mohave County \$35.00 Navajo County \$35.00 Pima County (outside \$35.00 (50 mile radius of Tucson) Pinal County \$35.00 Santa Cruz County \$35.00 Yavapai County \$35.00 Yuma County \$35.00 Catalog Discount: 0.0			0.00	
10	101722 - Battery,Auto,Bci Group 22f,550 Cca	26	ea	26.75	695.50



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	Minimum 85 minute reserve capacity. Mfg.: Ramcar Batteries Part #: 22F-5 Define Battery Bid: 550CCA/90RES Catalog Discount: 0.0				
15	101723 - Battery,Auto,Bci Group 22nf,335 Cca Minimum 50 minute reserve capacity. Mfg.: Ramcar Batteries Part #: 22NF Define Battery Bid: 450CCA/110RES Catalog Discount: 0.0	10	ea	27.65	276.50
20	101724 - Battery,Storage,Bci Group 24,750 Cca Minimum 125 minute reserve capacity. Mfg.: Ramcar Batteries Part #: 24-7 Define Battery Bid: 730CCA/120RES Catalog Discount: 0.0	450	ea	29.50	13,275.00
25	101726 - Battery,Auto,Bci Group 24f,750cca Minimum 125 minute reserve capacity. Mfg.: Ramcar Batteries Part #: 24F-7 Define Battery Bid: 730CCA/120RES Catalog Discount: 0.0	200	ea	29.50	5,900.00
30	101727 - Battery,Auto,Bci Group 27,700 Cca Minimum 125 minute reserve capacity. Mfg.: Ramcar Batteries Part #: 27-7 Define Battery Bid: 730CCA/120RES Catalog Discount: 0.0	200	ea	31.00	6,200.00
35	134618 - Battery,Auto,BCI Group 27F,700 CCA Minimum 125 minute reserve capacity. Mfg.: Ramcar Batteries Part #: 27F-7 Define Battery Bid: 730CCA/120RES Catalog Discount: 0.0	80	ea	31.00	2,480.00
40	101734 - Battery,Auto,Bci Group 74,620 Cca	1135	ea	29.60	33,596.00



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	Minimum 125 minute reserve capacity. Mfg.: Ramcar Batteries Part #: 74-7 Define Battery Bid: 730CCA/120RES Catalog Discount: 0.0				
45	101735 - Battery,Auto,Bci Group 75,650 Cca Minimum 95 minute reserve capacity. Mfg.: Douglas Battery Part #: 75-775 Define Battery Bid: 700CCA/105RES Catalog Discount: 0.0	752	ea	32.00	24,064.00
50	101738 - Battery,Auto,Bci Group 78,770 Cca Minimum 120 minute reserve capacity. Mfg.: Douglas Battery Part #: 78-HP Define Battery Bid: 800CCA/120RES Catalog Discount: 0.0	100	ea	40.00	4,000.00
55	101740 - Battery,Auto,Bci Group Mfa 31 925 CCA, heavy duty, minimum 180 minute reserve capacity. Mfg.: Trojan Battery Part #: C31XH-2 AP Define Battery Bid: 1000CCA/200RES Catalog Discount: 0.0	260	ea	42.00	10,920.00
60	101741 - Battery,Auto,Bci Group Mfs 31 925 CCA, heavy duty, minimum 180 minute reserve capacity. Mfg.: Trojan Battery Part #: C31XH-2 Std. Define Battery Bid: 1000CCA/200RES Catalog Discount: 0.0	850	ea	42.00	35,700.00
65	101743 - Battery,Auto,Bci Group 30hd 650 CCA, minimum 170 minute reserve capacity. Mfg.: Trojan Battery Part #: C30H-2 Define Battery Bid: 650CCA/170RES Catalog Discount: 0.0	83	ea	37.00	3,071.00
70	101745 - Battery,Storage,Truck,Bus,Bci Group 4d	84	ea	66.50	5,586.00



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	Diesel, heavy duty, 12V, 900 CCA, minimum 300 minute reserve capacity. Mfg.: Trojan Battery Part #: 4D-2 Define Battery Bid: 1020CCA/300RES Catalog Discount: 0.0				
75	101747 - Battery,Auto,Bci Group 8d Diesel, heavy duty, 12V, 1150 CA, minimum 400 minute reserve capacity. Mfg.: Ramcar Batteries Part #: 8D-12M Define Battery Bid: 1200CCA/450RES Catalog Discount: 0.0	304	ea	70.50	21,432.00
80	101754 - Battery,Auto,Bci Group 24 Off road, minimum 650-700 CCA, minimum 125 minute reserve capacity. Mfg.: Ramcar Batteries Part #: 24LTV Define Battery Bid: 630CCA/130RES Catalog Discount: 0.0	140	ea	29.00	4,060.00
85	101756 - Battery,Auto,Bci Group 27 Off road, minimum 650 CCA, minimum 170-180 minute reserve capacity. Mfg.: Trojan Battery Part #: C27-3 Define Battery Bid: 720CCA/170RES Catalog Discount: 0.0	136	ea	32.00	4,352.00
90	134619 - Battery,Auto,BCI Group GC,Golf Cart 6V minimum 105 minimum minute reserve capacity at 75 amps discharge rate. Mfg.: Trojan Battery Part #: T605 Define Battery Bid: 105min @ 75A Catalog Discount: 0.0	805	ea	36.60	29,463.00
95	134620 - Battery,Auto,BCI Group GG,Golf Cart 6V minimum 135 minimum minute reserve capacity at 75 amps discharge rate. Mfg.: Trojan Battery	182	ea	46.00	8,372.00



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	Part #: T125 Define Battery Bid: 132min @ 75A Catalog Discount: 0.0				
100	101776 - Battery,Auto,34/78 Dual Terminal,12 V Minimum 900 CCA, 125 minimum minute reserve capacity. Mfg.: Ramcar Batteries Part #: 34/78-8 Define Battery Bid: 850CCA/130RES Catalog Discount: 0.0	480	ea	34.80	16,704.00
105	101777 - Battery,Auto,26/26r/70 Dual Terminal 12V, minimum 700 CCA, 90 minute reserve capacity. Mfg.: Douglas Battery Part #: Omni-800 Define Battery Bid: 700CCA/100RES Catalog Discount: 0.0	190	ea	35.00	6,650.00
110	134621 - Battery,Industrial,Lawn Mower,BCI Group UIL,260CCA 12V, minimum 44 minute reserve capacity. Mfg.: Ramcar Batteries Part #: UIL-DC Define Battery Bid: 235CCA/45RES Catalog Discount: 0.0	132	ea	20.30	2,679.60
115	101779 - Battery,Lawn Mower,Bci Group U1r CCA 260, 44 minute reserve capacity. Mfg.: Ramcar Batteries Part #: UIR-DC Define Battery Bid: 235CCA/45RES Catalog Discount: 0.0	4	ea	20.30	81.20
120	101780 - Battery,Truck,Bci Group 34 CCA 550, minimum 105 minutes reserve capacity. Mfg.: Ramcar Batteries Part #: 34-6 Define Battery Bid: 650CCA/100RES Catalog Discount: 0.0	2	ea	30.00	60.00
125	101781 - Battery,Truck,Bci Group 35 CCA 500, minimum 110 minutes reserve capacity. Mfg.: Ramcar Batteries	5	ea	25.80	129.00



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	Part #: 35-5 Define Battery Bid: 515CCA/80RES Catalog Discount: 0.0				
130	101782 - Battery,Auto,Bci Group 58 CCA 540, minimum 90 minutes reserve capacity. Mfg.: Douglas Battery Part #: 580-675 Define Battery Bid: 550CCA/85RES Catalog Discount: 0.0	10	ea	27.20	272.00
135	101783 - Battery,Auto,Bci Group 64 CCA 660, minimum 115 minutes reserve capacity. Mfg.: Douglas Battery Part #: 64-775 Define Battery Bid: 645CCA/115RES Catalog Discount: 0.0	20	ea	35.00	700.00
140	101784 - Battery,Deep Cycle Marine,Bci Group 27m Minimum 200 minutes reserve capacity. Mfg.: Trojan Battery Part #: 27-TMH Define Battery Bid: 200RES Catalog Discount: 0.0	6	ea	46.30	277.80
145	101785 - Battery,Deep Cycle Marine,Bci Group 24t Minimum 135 minutes reserve capacity. Mfg.: Trojan Battery Part #: 24TMS Define Battery Bid: 125RES Catalog Discount: 0.0	2	ea	30.00	60.00
150	101786 - Battery,Deep Cycle Marine,Bci Group 27rv Minimum 135 minutes reserve capacity. Mfg.: Trojan Battery Part #: 27TMS Define Battery Bid: 145RES Catalog Discount: 0.0	35	ea	35.00	1,225.00
160	134622 - Battery,Commercial,BCI Group 4, 3 Cell 6 Volt, Minimum 915CCA Mfg.: Trojan Battery	130	ea	33.00	4,290.00



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	Part #: XH4-2 Define Battery Bid: 1100CCA/265RES Catalog Discount: 0.0				
165	101790 - Battery,Tractor Mower,Bci Group 4dlt CCA 650, minimum 200 minutes reserve capacity. Mfg.: Ramcar Batteries Part #: 4DLT-M Define Battery Bid: 760CCA/215RES Catalog Discount: 0.0	13	ea	60.00	780.00
167	134771 - Battery, Auto, BCI Group 65, 850CCA Douglas Battery P/N#: 65-HP Battery Bid: 850 CCA/155 Catalog Discount: 0.0	130	ea	41.00	5,330.00
170	134623 - Battery, VRLA, Deep Cycle, Starter Unit Valve regulated lead acid BCI Group 34, 12V, 800 CCA, minimum 124 minutes reserve capacity, top post. Optima, Exide, Interstate or equivalent VRLA Battery. Mfg.: Optima Battery Part #: D750S Define Battery Bid: 750CCA/124MIN Catalog Discount: 0.0	10	ea	120.00	1,200.00
175	134624 - Battery, VRLA, Deep Cycle, Starter Unit Valve regulated lead acid BCI Group 34, 12V, 800 CCA, minimum 124 minutes reserve capacity, top post and side post. Optima, Exide, Interstate or equivalent VRLA Battery. Mfg.: Optima Battery Part #: D750U Define Battery Bid: 750CCA/124RES Catalog Discount: 0.0	10	ea	120.00	1,200.00
180	134625 - Battery, VRLA, Deep Cycle, Starter Unit Valve regulated lead acid BCI Group 34, 12V, 800 CCA, minimum 124 minutes reserve capacity, marine post. Optima, Exide or Interstate or equivalent VRLA Battery. Mfg.: Optima Battery Part #: D900M Define Battery Bid: 750CCA/124RES	10	ea	126.00	1,260.00



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	Catalog Discount: 0.0				
185	134630 - Battery,VRLA, Starter Unit, BCI Group 34, 12V Valve regulated lead acid BCI Group 34, 12V, 800 CCA, minimum 120 minutes reserve capacity, top post. Optima, Exide or Interstate or equivalent VRLA Battery. Mfg.: Optima Battery Part #: 800S Define Battery Bid: 800CCA/120RES Catalog Discount: 0.0	10	ea	96.00	960.00
190	134631 - Battery,VRLA, Starter Unit, BCI Group 34, 12V Valve regulated lead acid BCI Group 34, 12V, 800 CCA, minimum 120 minutes reserve capacity, top post and side post. Optima, Exide or Interstate or equivalent VRLA Battery. Mfg.: Optima Battery Part #: 800U Define Battery Bid: 800CCA/120RES Catalog Discount: 0.0	10	ea	99.00	990.00
195	134632 - Battery, VRLA, Starter Unit, BCI Group 34, 12V Valve regulated lead acid BCI Group 34, 12V, 800 CCA, minimum 120 minutes reserve capacity, marine post. Optima, Exide or Interstate or equivalent VRLA Battery. Mfg.: Optima Battery Part #: 1000m Define Battery Bid: 800CCA/120RES Catalog Discount: 0.0	10	ea	105.00	1,050.00
200	134633 - Battery,VRLA, Starter Unit, BCI Group 34, 6V Valve regulated lead acid BCI Group 34,6V, 800 CCA, minimum 120 minutes reserve capacity, top post and side post. Optima, Exide or Interstate or equivalent VRLA battery. Mfg.: Optima Battery Part #: 850/6 Define Battery Bid: 850CCA/120RES Top Post Only Catalog Discount: 0.0	10	ea	84.00	840.00
205	134634 - Battery,VRLA, Starter Unit, BCI Group 34, 6V Valve regulated lead acid 6V, 800 CCA, minimum 120 minutes reserve capacity, top post. Optima, Exide or Interstate or equivalent VRLA battery. Mfg.: Optima Battery	10	ea	84.00	840.00



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Part #: 850/6

Define Battery Bid: 850CCA/120RES

Catalog Discount: 0.0

End of Contract AD000210-002 Document